

MODULE AND MANUAL AGREEMENT

This Module and Manual Agreement ("Agreement") made as of the 1st day of October, 1986, by and between MONSANTO COMPANY, a corporation organized under the laws of Delaware, with its general offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167 (hereinafter called "Monsanto"), and RHONE-POULENC INC., a corporation organized under the laws of New York, with its principal offices at Monmouth Junction, New Jersey 08852 (hereinafter called "Rhône-Poulenc").

W I T N E S S E T H

WHEREAS, Rhône-Poulenc has purchased from Monsanto certain assets and rights related to Monsanto's vanillin business located in Seattle, Washington (herein called the "Business"); and

WHEREAS, Monsanto has developed a number of audiovisual slides and cassettes ("Modules") for use in the orientation and training of its personnel engaged in the receipt, handling and shipment of hazardous materials; and

WHEREAS, Monsanto has also developed a number of reference and operational manuals ("Manuals") for use in the economic and hazardous materials regulation, classification and shipment of its products; and

WHEREAS, Rhône-Poulenc is desirous of using copies of certain of the Modules and Manuals for its internal use in operating the Business for a period of six (6) calendar months from the date first above written; and

WHEREAS, The said Modules and Manuals are located at Monsanto's Seattle, Washington plant and Monsanto is willing to

**VAULT COPY**  
**Return to Office**  
**of the Secretary**

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and will deliver to Rhone-Poulenc on the date first above written, the Modules and Manuals identified herein subject to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the purchase and sale of the Business and the mutual covenants and agreements herein contained, Monsanto and Rhone-Poulenc agree as follows:

1. Modules/Manuals

Monsanto shall provide to Rhone-Poulenc the following listed Modules and Manuals.

MODULES

- a. DOT-HMR Training Modules (includes audio-visual slide cassette and Leader's Guide)

| <u>Module<br/>Number</u> | <u>Module Title</u>   |
|--------------------------|---|
| 1                        | Monsanto DOT-HMR Training System  |
| 2                        | Monsanto's Commitment to Train  |
| 3                        | Portable Tanks - An Overview  |
| 4                        | Tank Truck Inspection - Preparation for<br>Loading: Preparation for Release   |
| 5                        | Tank Truck Inspection - Preparation for<br>Unloading: Preparation for Release |
| 6                        | Tank Car Loading  |
| 7                        | Tank Car Unloading  |
| 8                        | Private Rail Car Inspection (Annual<br>Acceptance Into or Release From Fleet) |
| 9                        | Private Rail Car Inspection - Preloading                                      |
| 10                       | Regulatory Aspects of Loading, Blocking and<br>Bracing                        |
| 11                       | PHS System (Manual) Purpose, Content,<br>Application                          |
| 12                       | Loading, Blocking and Bracing of Packaged<br>Freight                          |
| 13                       | Sample Packaging Guidelines - Contents, Use<br>and Application                |
| 14                       | DOT Small Shipment Regulations  |
| 15                       | DOT HM Classification   |

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| <u>Module Number</u> | <u>Module Title</u>   |
|----------------------|---|
| 16                   | Classification Procedures - TF-837; TF-221                  |
| 17                   | Freight Classification - Manual                             |
| 18                   | Shipping Papers   |
| 19                   | Shipping Papers Domestic - Highway, Rail and Water          |
| 20                   | Shipping Paper for Domestic and International Air Shipments |
| 21                   | Preparing Hazardous Waste Manifest                          |
| 22                   | Plant Traffic Handbook                                      |
| 23                   | DOT Placarding and Marking                                  |
| 24                   | DOT Labeling and Marking                                    |
| 25                   | Packaging   |
| 26                   | DOT Exceptions and Exemptions                               |
| 27                   | DOT-HMR Regulations - Organization (49 CFR 171-179)         |
| 28                   | DOT-HMR Tables 172.101 and 172.102                          |
| 29                   | DOT-EPA Relationship  |
| 30                   | Private Motor Carriage                                      |

## b. MERIT (Audio-Visual Slide Cassette)

| <u>Cassette Number</u> | <u>MERIT Cassette Title</u>                          |
|------------------------|--|
| 1                      | Monsanto-Chemtrec/<br>A Strong Resource In Emergency |
| 2                      | How to Meet the Media                                |
| 3                      | The Legal Side                                       |
| 4                      | Bulk Loading - Truck and Car                         |
| 5                      | Personal Protective Gear                             |
| 6                      | Monsanto Mutual Aid Program                          |
| 7                      | Monsanto PHS System                                  |
| 8                      | Monsanto MERIT Planned Response                      |
| 9                      | Monsanto Drum Patching                               |

MANUALS

| <u>No. of Manuals Provided</u> | <u>Manual Titles</u>                     |
|--------------------------------|--|
| 1                              | Plant Traffic Handbook                   |
| 1                              | Packaging-Handling-Shipping (P-H-S)      |
| 1                              | Sample Packaging Guideline               |
| 1                              | Freight Classification                   |
| 1                              | Safe Distribution of Hazardous Materials |
| 1                              | Water Transportation                     |

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## 2. Warranty Limitation

The Modules and Manuals are furnished on an "as is" basis with all defects. MONSANTO MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE MODULES OR MANUALS, EITHER EXPRESSED OR IMPLIED, AND DENIES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER AS TO THE MODULES OR MANUALS THEMSELVES OR THE VISUAL OR SUBSTANTIVE CONTENT THEREOF INCLUDING BUT NOT LIMITED TO THE ACCURACY OR APPLICABILITY OF CITED REGULATIONS.

## 3. Content

It is understood and agreed that at the time the Modules and Manuals were prepared, the content was based on information then known by and available to Monsanto and which it felt appropriate for the above stated purposes. The content of each Module and Manual reflects Monsanto's interpretation of the subject matter, including the Code of Federal Regulations. Rhone-Poulenc understands, however, that the final arbiter as to the interpretation and applicability of such regulations is the Federal or State Agency having jurisdiction over the subject matter and/or the Courts. Monsanto shall not provide Rhone-Poulenc updates of the materials in the Modules and Manuals. Rhone-Poulenc agrees to be responsible for evaluating the validity, adequacy, and suitability and appropriateness of the Modules and Manuals for its use.

## 4. Use by Rhone-Poulenc

Rhone-Poulenc shall make no disposition of the Modules or Manuals or reproductions thereof, and use the Modules and Manuals exclusively in the operation of the Business in Seattle, Washington and in the orientation and training of its employees and other personnel it selects or employs. Rhone-Poulenc shall

return all Modules and Manuals to Monsanto at the end of the six-month period in substantially the same condition as received. The Modules and Manuals shall be returned to Monsanto at the address and party as shown in Section 6 below.

5. Indemnity

Rhone-Poulenc agrees to assume sole responsibility for, and to indemnify and hold harmless Monsanto, its present, past and future directors, officers, employees and agents from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) arising out of or connected with Rhone-Poulenc's use of the Modules and Manuals.

6. Notices. Except as otherwise provided herein, notices required or permitted to be given the parties under this Agreement shall be in writing and shall be sufficiently given when delivered in person or when deposited in the United States Postal Service (registered or certified), postage prepaid to the following addresses, unless and until a different address shall have been specified by the applicable party:

If to Monsanto::

Monsanto Company  
800 North Lindbergh Boulevard  
St. Louis, Missouri 63167

Attention: John Mayfield

If to Rhone-Poulenc:

Rhone-Poulenc Inc.  
P.O. Box 125  
Monmouth Junction, NJ 08852

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7. Assignment. Neither party may assign, delegate or transfer this Agreement, in whole or in part, or any interest arising hereunder without the prior written consent of the other. Any purported or attempted assignment of this Agreement, without such consent, shall be null and void. Subject to the provisions of this Section 7, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

8. Governing Law. The interpretation, construction and performance of this Agreement and the rights and remedies of the parties hereunder shall be governed by the laws of the State of Missouri.

9. Miscellaneous. This Agreement constitutes the sole agreement between the parties hereto pertaining to Modules and Manuals to be provided by Monsanto and effective as of the date of this Agreement, supersedes and cancels any and all oral or written agreements or understanding between or assumed by the parties or either of them with respect to the subject of this Agreement, but without prejudice as to any liability which may have accumulated thereunder. No modification or amendment of this Agreement shall be construed as a waiver, breach or cancellation of any other provision. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or any other right or remedy, unless such waiver be in writing and signed by the party to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth at its beginning.

MONSANTO COMPANY

RHONE-POULENC INC.

By: By: Title: Group Vice PresidentTitle: Vice President

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